



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 5, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT TO STATE AGREEMENT BETWEEN THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA AT DAVIS AND COUNTY FOR THE
CONTINUATION OF A CHILD PASSENGER SAFETY PROGRAM AT
THREE COUNTY HOSPITALS**

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to State Agreement No. 01-01235, substantially similar to Exhibit I, between The Regents of the University of California at Davis (UC Davis) and County, to accept additional funds in the amount of \$13,280, effective October 1, 2002 through June 30, 2003, increasing the maximum allocation from \$290,000 to \$303,280, 100% offset by State funds provided under a State of California, Office of Traffic Safety grant through UC Davis to continue Child Passenger Safety Programs at Los Angeles County+USC Medical Center, Martin Luther King, Jr./Drew Medical Center, and Olive View-UCLA Medical Center.
2. Approve and instruct the Director of Health Services, or his designee, to execute forthcoming Amendment No. 2 to State Agreement No. 01-01235, contingent upon review and approval by County Counsel, and the Chief Administrative Office, to

accept rollover unused funds in the amount of \$165,618, from Fiscal Year 2001-02 and Fiscal Year 2002-03 and extend the term for an additional three months, effective July 1, 2003 through September 30, 2003.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these recommended actions, the Board is:

- authorizing the Director of Health Services, or his designee, to sign Amendment No. 1 with UC Davis, to accept additional funds in the amount of \$13,280, effective October 1, 2002 through June 30, 2003, for the County to continue Child Passenger Safety Programs at Los Angeles County + USC (LAC/USC), Martin Luther King, Jr./Drew (MLK/Drew) and Olive View-UCLA Medical Centers;
- authorizing the Director of Health Services or his designee, to execute forthcoming Amendment No. 2, contingent upon review and approval by County Counsel and the Chief Administrative Office, to accept rollover unused funds in the amount of \$165,618, from Fiscal Year 2001-02 and Fiscal Year 2002-03 and extend the term for an additional three months, effective July 1, 2003 through September 30, 2003.

Acceptance of these funds and the extension of the term will enable the County's Department of Health Services (Department or DHS), Injury and Violence Prevention Program (IVPP) to continue a Child Passenger Safety Program that provides educational awareness activities and continues distribution of child safety seats, in an effort to reduce injuries to child passengers.

FISCAL IMPACT/FINANCING:

Amendment No. 1 provides additional funding in the amount of \$13,280, for the period of October 1, 2002 through June 30, 2003, increasing the maximum allocation from \$290,000 to \$303,280, 100% offset by State funds provided under a State of California, Office of Traffic Safety grant through The Regents/UC Davis.

Acceptance of rollover unused funds in the amount of \$165,618, for the period of July 1, 2003 through September 30, 2003, consisting of \$59,605 for the period of July 1, 2001 through September 30, 2001, \$20,689 for the period of October 1, 2001 through September 30, 2002, and \$85,324 for the period of October 1, 2002 through June 30, 2003 will not increase the maximum allocation of \$303,280.

Funding is included in the Fiscal Year 2003-04 Proposed Budget. There are no net County costs associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On November 30, 2000, DHS IVPP responded to a Request for Proposals from The Regents/UC Davis Trauma Prevention and Outreach Department, for a Child Passenger Safety Program for three County hospitals.

On March 7, 2001, The Regents/UC Davis received funding from the State of California Office of Traffic Safety for a project entitled "Improving Child Passenger Safety through California's Public Hospitals and Health Systems". Under the project, DHS IVPP is to increase child safety seat usage and decrease the child safety seat "misuse" rate among families using services at participating public hospitals and health care systems statewide and to coordinate with public hospitals to educate and assist low-income and culturally diverse families regarding child passenger safety.

On December 18, 2001, the Board approved State Agreement No. 01-01235V with The Regents /UC Davis for the County to develop and conduct a Child Passenger Safety Program at LAC/USC, MLK Jr./Drew and Olive View Medical Centers for the period of July 1, 2001 through June 30, 2003.

The DHS System Redesign will not impact these actions since the program is 100% offset by State funds.

Attachment A provides additional information.

Exhibit I has been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

It is not appropriate to advertise State agreements on the Countywide Web site.

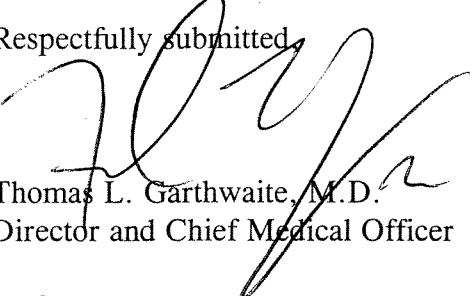
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Amendment to the Agreement with The Regents/UC Davis will enable DHS IVPP to continue the Child Passenger Safety Programs providing educational awareness and increase safety for child passengers at the three County Hospitals.

The Honorable Board of Supervisors
June 5, 2003
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG.rb

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLTCD2892.RB

SUMMARY OF STATE AGREEMENT

1. TYPE OF SERVICE:

Child Passenger Safety Program at Olive View-UCLA Medical Center, Los Angeles County/USC Medical Center, and Martin Luther King, Jr./Drew Medical Center.

2. AGENCY ADDRESS AND CONTACT PERSON:

The Regents of the University of California
Davis Medical Center Trauma Prevention and Outreach Department
Budget Contracts & Analysis
One Shields Avenue
Davis, California 95616-8800
Attention: Susan G. Delta
Telephone: (530) 754-7071

3. TERM:

This amendment is extended for an additional three months, for the period of July 1, 2003 through September 30, 2003.

4. FINANCIAL INFORMATION:

Amendment No. 1 provides additional funding in the amount of \$13,280, for the period of October 1, 2002 through June 30, 2003, increasing the maximum allocation from \$290,000 to \$303,280, 100% offset by State funds provided under a State of California, Office of Traffic Safety grant through The Regents/UC Davis.

Acceptance of rollover unused funds in the amount of \$165,618, for the period of July 1, 2003 through September 30, 2003, consisting of \$59,605 for the period of July 1, 2001 through September 30, 2001, \$20,689 for the period of October 1, 2001 through September 30, 2002, and \$85,324 for the period of October 1, 2002 through June 30, 2003 will not increase the maximum allocation of \$303,280.

Funding is included in the Fiscal Year 2003-04 Proposed Budget. There are no net County costs associated with this action.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Billie Weiss, M.P.H., Director, Injury and Violence Prevention Program

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Christina A. Salseda, Deputy County Counsel

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT is made to University of California, Davis Campus agreement #02-01235V between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Davis Medical Center (University) and LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES (Independent Contractor).

The parties to the above-referenced agreement agree as follows:

1. On the seventeenth (17th) page to Exhibit B, entitled "SCHEDULE B PAGE 1 DETAILED BUDGET ESTIMATE PROJECT NO. OP0102, under section C "CONTRACTUAL SERVICES", the line item "Technical consultants (2)" for a line item total of \$13,280 is deleted.
2. Exhibit C, attached to and incorporated by reference into the agreement is hereby amended in the following respects:
 - a.) Under the heading "Cost Category" at subsection E, "Other Direct Costs", a second line item shall be added which reads as follows: "additional child safety seats and supplies";
 - b.) Under the heading "Fiscal Year Estimates" and "FY-2 10-01-01 thru 09-30-02" the amount included for additional child safety seats and supplies shall be "\$6,640.00";
 - c.) Under the heading "Fiscal Year Estimates" and "FY-3 10-01-02 thru 06-30-03" the amount included for additional child safety seats and supplies shall be "\$6,640.00".
 - d.) Under subsection E, the line item encaptioned "Category Sub-Total" shall be "\$97,990" in the "FY-2 10-01-01 thru 09-30-02" column, shall be "\$52,315" in the "FY-3 10-01-02 thru 06-30-03" column, and shall be "\$195,980" in the "TOTAL COST TO PROJECT" column; and
 - e.) At the line item encaptioned "PROJECT TOTAL" at the column encaptioned "TOTAL COST TO PROJECT", the entry shall read "\$303,280".
3. All other terms and conditions of the contract shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES

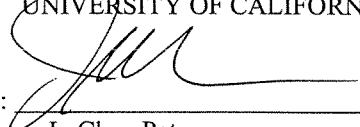
by: _____
(authorized signature)

print name: _____

title: _____

date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by:  _____
Jo Clare Peterman
Business Contracts Officer

date: March 18, 2003

EXHIBIT I

Agreement #01-01235V

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its University of California Davis Medical Center's Trauma Prevention and Outreach Department, (University) and the Los Angeles County Department of Health Services (Independent Contractor).

The parties agree as follows:

1. Services. Independent Contractor shall, to the best of his ability, provide the following services: 1) conduct child passenger safety activities outlined in Exhibit A, Objectives and Exhibit B, State of California Office of Traffic Safety Grant (OP0102) attached hereto and incorporated herein by this reference; 2) Ensure that at least one staff person becomes National Highway Traffic Safety Administration (NHTSA) certified; 3) collect information required for reporting purposes and provide it quarterly to Safety Net Institute (SNI); 4) participate in regular conference calls and occasional meetings and educational forums; initiate contact with technical consultants on a regular basis and utilize their expertise and input to improve child passenger safety programs; 5) collect data required for evaluation and provide it to SNI; 5) participate in regular conference calls and occasional meetings and educational forums; 6) initiate contact with technical consultants on a regular basis and utilize their expertise and input to improve child passenger safety programs; 7) collect data required for evaluation and provide it to SNI and UC Davis Medical Center; 8) maintain fiscally responsible management practices in overseeing grant funds.
2. Term; Location. The services described in section 1 above shall be provided between the dates of July 1, 2001 and June 30, 2003 and shall be provided at the Independent Contractor's offices located at 550 S. Vermont Avenue, Room 403, Los Angeles, CA and at various locations within the greater Los Angeles region. Any work performed prior to the full execution of this contract will not come from grant OP0102.
3. Compensation/Payment. Independent Contractor shall be paid the total sum not to exceed two hundred and ninety thousand dollars (\$290,000.00) payable as noted in Exhibit C Schedule B, pages 1 and 2, attached hereto and incorporated herein by this reference.

Notwithstanding any provision of this contract to the contrary, the foregoing payment amounts include payment of Independent Contractor's fee for services and any and all expenses incurred by Independent Contractor in providing such services. All amounts paid shall be less applicable state and federal taxes including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677. Independent Contractor will be reimbursed for costs incurred in the performance hereof as are allowable under the provisions of applicable federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," A-21, "Cost Principles for Educational Institutions," or A-122, "Cost Principles for Non-Profit Organizations." Payment for services shall be made upon invoice. No payment will be made in advance of work performed except as otherwise specified in this agreement. Final payment will be withheld pending completion of the work. Invoices may be submitted to Roxanne Woods, C/O Trauma Prevention & Outreach, 2360 Stockton Boulevard, Suite 1300, Sacramento, CA 95817-2228.

4. Percentage Retention of Scheduled Payments. The percentage retention of scheduled payments shall be zero percent (0%).
5. Expenses. Independent Contractor shall provide, at his own expense, all equipment, materials, and related services as are necessary for him to perform his obligations pursuant to this agreement.

6. Termination. This agreement may be terminated by either party upon thirty (30) days' notice to the other. If the services described in this agreement are not performed to the sole satisfaction of University, University may terminate this agreement immediately upon written notification to Independent Contractor. If this agreement is terminated at any time during the agreement period, Independent Contractor will be compensated for all completed services rendered up to and including his last day of service. University reserves the right to determine what shall be deemed completed services.
7. Independent Contractor Status. Both parties agree that in the performance of this agreement the Independent Contractor will not be an agent or employee of University, will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor shall she be entitled to any other University benefits. Independent Contractor may not subcontract any part of this contract without the prior written consent of University and the California Office of Traffic Safety (COTS).
8. Activities Review. Independent Contractor agrees to allow COTS, the NHTSA, and FHWA review his activities pursuant to this agreement. Independent Contractor shall not make any oral or written statements concerning the subject matter of this agreement (except for technical or teaching lectures) without the prior written approval of University and COTS.
9. Retention of Accounting Records. Independent Contractor shall maintain accounting records reflective of his activities pursuant to this agreement and shall retain such records for a period of three (3) years from the date she receives final payment for his services.
10. Copyright. University and Independent Contractor agree that any copyrightable work(s) developed under this agreement constitute work(s) made for hire under the United States copyright laws and that all right, title, and interests therein, including copyright, shall vest in the University. In the event that any such work is determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws, or for any other reason does not constitute a work made for hire, Independent Contractor by this agreement hereby assigns all right, title, and interest, including copyright, in said work(s) to the University and COTS, in perpetuity.
11. Ownership of Data. The ownership of all data derived from any of the services provided pursuant to this agreement shall vest with University. COTS shall have full, unrestricted access to all data derived.
12. Opinions, Findings, Conclusions. The opinions, findings, and conclusions which result from the services provided pursuant to this agreement shall be those of University.
13. Equal Opportunity Assurance. Independent Contractor agrees that:
- a. It will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. Independent Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. In all solicitations or advertisements for employees placed by or on behalf of Independent Contractor, a statement that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color, or national origin.
 - c. It will send to each labor union or representative of workers with which he has a collective bargaining agreement or contract or understanding, a notice advising the labor union or worker's representative of Independent Contractor's commitments under this nondiscrimination clause and shall post copies of the

notice in conspicuous places available to employees and applications for employment;

d. It will permit access to books, records, and accounts by the applicant agency, the state, the Federal Highway Administration, and/or the NHTSA for purposes of investigation to ascertain compliance with this nondiscrimination clause.

e. That in the event of Independent Contractor's noncompliance with the nondiscrimination clauses of this agreement, this agreement may be cancelled, terminated, or suspended in whole or in part.

14. Minority, Women, and Disabled Veterans Business Enterprise Program (M/W/DVBE). During the performance of this agreement, Independent Contractor agrees to insure that minority, disabled, and women business enterprises as defined in 49 CFR, Part 23 and California Code of Regulations, Title 2 shall have the maximum opportunity to participate in its performance. Independent Contractor will take all necessary and reasonable steps in accordance with these regulations to insure that M/W/DVBE have the maximum opportunity to compete for and perform any subcontracts for materials, services, or supplies procured under this agreement.

15. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

16. Evidence of Self-Insurance. Independent Contractor shall provide University with a certificate of self insurance evidencing financial responsibility for the coverages and amounts described in subsections a. and b., following:

- | | |
|--|-------------|
| a. <u>General Liability</u> : Comprehensive or commercial form | |
| i.) each occurrence | \$500,000 |
| ii.) products/completed operations aggregate | \$5,000,000 |
| iii.) personal and advertising injury | \$1,000,000 |
| iv.) general aggregate | \$5,000,000 |
| b. <u>Business Automobile Liability</u> : For owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than, per occurrence: | |
| | \$1,000,000 |

17. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, at the following addresses:

UNIVERSITY
Business Contracts & Analysis
University of California
One Shields Ave
Davis, CA 95616-8800

INDEPENDENT CONTRACTOR
Billie Weiss, Director, *Injury & Violence Prevention Program*
Los Angeles County Department of Health Services
550 S. Vermont Avenue, Room 403
Los Angeles, CA 90020

Either party may change its address by written notice to the other during the term.

18. Applicable Law. This agreement shall be construed pursuant to California law.

19. Credits. Any final report, in addition to any other credits, shall include the following statement: "This project is part of the California Traffic Safety Program and was made possible through the support of the California Office of Traffic Safety; Business, Transportation and Housing.

20. Assignment. Independent Contractor may not assign any aspect of this contract without the prior written consent of University and COTS.

21. Integration/Amendment. This agreement contains all the terms agreed upon by both parties; It may not be amended except by a written agreement between University and Independent Contractor, which agreement must be approved in writing by COTS.

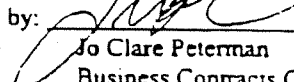
22. General Terms, Conditions and Certifications. Independent Contractor and any and all subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in OTS Program Manual, Volume II, Chapter 6, Exhibit 6-B, Rev. 4-01, a copy of which is attached hereto and incorporated herein by this reference.

23. Nonsolicitation. Neither University, its employees or its agents, or Independent Contractor or its employees or agents, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

LOS ANGELES COUNTY DEPARTMENT
OF HEALTH SERVICES

by: _____
(authorized signature)

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: 
Jo Clare Peterman
Business Contracts Officer

date: _____

date: October 25, 2001

taxpayer identification number /
social security number

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

Exhibit A
UCD # C1-01235
Page 1

Los Angeles County Department of Health Services

1. Submit quarterly reports to CAPH on Schedule A by the following dates:

April 13, 2001
July 13, 2001
October 12, 2001
January 11, 2002
April 12, 2002
July 12, 2002
October 11, 2002
January 10, 2003

On Objective 1:

To increase awareness of child passenger safety and the legal mandates requiring the use of approved child passenger safety restraint systems to 30% among maternity patients and parents whose children receive health care services at Los Angeles County University of Southern California Medical Center (LAC/USC), Martin Luther King/ Charles Drew Medical Center (MLKMC), and Harbor UCLA Medical Center by December 31, 2002. Incorporate into all CPS educational activities information included in SB567, the new child passenger safety law.

On Objective 2:

To incorporate child passenger safety into all daily routine contacts between staff and patients and their families at LAC/USC, MLKMC and Harbor UCLA Medical Center by December 31, 2002.

On Objective 4:

To hire a health educator or similar level public health professional to coordinate and oversee the hospital based child passenger safety program by June 30, 2001.

On Objective 5:

To ensure that a child passenger safety program coordinator successfully completes the four-day National Highway Traffic Safety Administration (NHTSA) technician level Training Program by August 31, 2001, and that six Los Angeles County Hospital Staff (two from each medical center) successfully complete NHTSA CPS training by December 31, 2002.

On Objective 6:

To educate 25-40% of the pre-natal, post-partum and pediatric staff, including interns and residents, at LAC/USC, MLKMC, and Harbor UCLA Medical Center, in child passenger safety by December 31, 2002.

Exhibit A
UCD #01-012351
Page 3

On Objective 14:

To conduct a minimum of one highly publicized countywide child safety seat check up per year at a convenient location to be selected.

On Objective 16:

To E-mail or fax all press releases, media advisories/alerts to the Office of Traffic Safety Regional Coordinator for approval in advance of their release.

On Objective 17:

To use the following standard language in all press materials: **"Funding for this program was provided by a Grant from the California Office of Traffic Safety through the Business, Transportation and Housing Agency."**

On Objective 18:

To submit print clips by 9:00 AM to the OTS Regional Coordinator and Public Information Officer, Janet Lane via E-Mail at jlane@ots.ca.gov or fax at (916) 262-2960. All clips will include publication name, and date of publication.

On Objective 19:

To Fax to OTS (916) 262-2960, a short description of any new traffic safety events or programs, at least a month in advance, when possible. The Fax will be addressed to the OTS Public Information Officer and OTS Program Coordinator.

Invoices will be submitted for expenses incurred under this grant, and will not exceed \$290,000 over two years.

Exhibit A
UCD # 01-01235
Page 1

Los Angeles County Department of Health Services

1. Submit quarterly reports to CAPH on Schedule A by the following dates:

April 13, 2001
July 13, 2001
October 12, 2001
January 11, 2002
April 12, 2002
July 12, 2002
October 11, 2002
January 10, 2003

On Objective 1:

To increase awareness of child passenger safety and the legal mandates requiring the use of approved child passenger safety restraint systems to 30% among maternity patients and parents whose children receive health care services at Los Angeles County University of Southern California Medical Center (LAC/USC), Martin Luther King/ Charles Drew Medical Center (MLKMC), and Harbor UCLA Medical Center by December 31, 2002. Incorporate into all CPS educational activities information included in SB567, the new child passenger safety law.

On Objective 2:

To incorporate child passenger safety into all daily routine contacts between staff and patients and their families at LAC/USC, MLKMC and Harbor UCLA Medical Center by December 31, 2002.

On Objective 4:

To hire a health educator or similar level public health professional to coordinate and oversee the hospital based child passenger safety program by June 30, 2001.

On Objective 5:

To ensure that a child passenger safety program coordinator successfully completes the four-day National Highway Traffic Safety Administration (NHTSA) technician level Training Program by August 31, 2001, and that six Los Angeles County Hospital Staff (two from each medical center) successfully complete NHTSA CPS training by December 31, 2002.

On Objective 6:

To educate 25-40% of the pre-natal, post-partum and pediatric staff, including interns and residents, at LAC/USC, MLKMC, and Harbor UCLA Medical Center, in child passenger safety by December 31, 2002.

Exhibit A
UCD #C1-C1 2351
Page 3

On Objective 14:

To conduct a minimum of one highly publicized countywide child safety seat check up per year at a convenient location to be selected.

On Objective 16:

To E-mail or fax all press releases, media advisories/alerts to the Office of Traffic Safety Regional Coordinator for approval in advance of their release.

On Objective 17:

To use the following standard language in all press materials: "Funding for this program was provided by a Grant from the California Office of Traffic Safety through the Business, Transportation and Housing Agency."

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To submit print clips by 9:00 AM to the OTS Regional Coordinator and Public Information Officer, Janet Lane via E-Mail at jlane@ots.ca.gov or fax at (916) 262-2960. All clips will include publication name, and date of publication.

On Objective 19:

To Fax to OTS (916) 262-2960, a short description of any new traffic safety events or programs, at least a month in advance, when possible. The Fax will be addressed to the OTS Public Information Officer and OTS Program Coordinator.

Invoices will be submitted for expenses incurred under this grant, and will not exceed \$290,000 over two years.

SCHEDULE A

PROJECT No: OP0102

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PROJECT DESCRIPTION

an emergency foster parent who most likely has not had any training on CPS or assistance to ensure they have an appropriate and well-fitting car seat for the child they are transporting.

Once placed with a foster family, many foster children are then seen within the public health care system for their regular medical care. When a foster parent brings a foster child into the health care system for regular medical care, the foster parent is treated just like the family. Foster parents of children who have special medical needs are provided with extensive training by hospital staff on how to care for the child. This is another opportunity to provide foster parents with child passenger safety education.

III. ATTEMPTS TO SOLVE THE PROBLEM

CAPH member health system staff working to help low-income parents comply with the child passenger safety law assert that they do not have enough car seats to distribute, and that many patients have difficulty affording full-cost seats or accessing low-cost car seats. While CAPH member facilities distributed over 7,000 infant or convertible car seats to their low-income patients in 1998, this met only about one-third of the need. As was described earlier in Section I-D, many hospitals such as LAC+USC Medical Center report that the county SB 1073 voucher program does not nearly meet the demand for car seats and many patient families encounter barriers to participating, such as language, distance to travel, time off work, and child care. Many public health care systems such as Contra Costa Health Services use temporary funds to provide car seats to needy patients, either during prenatal care or after a baby is delivered at the hospital. But these funds often run out before the year is up, and few car seats are left to provide to patients.

There are many missed opportunities at CAPH member facilities for reaching young families with child passenger safety information. CAPH member hospitals delivered over 34,000 babies in 1998, most of who were born to low-income parents. This is a substantial number of mothers who could be reached with CPS information in prenatal care or during their maternity stay. Approximately 10% of these babies had birth weights under four pounds. Low-birth weight babies require special assessment to determine what kind of car seat will fit them best, and parents need additional education regarding child passenger safety.

Yet only an estimated average of 30 percent of the women delivering their babies at public hospitals are being reached with CPS education beyond the basic information required by SB 503. Approximately 30 percent of them received some CPS education during prenatal care. For example, prenatal educators at Contra Costa Health Services clinics provide a CPS class to prenatal clients in their "Healthy Start" program. Another 30 percent of CAPH member maternity clients are provided at least 20 minutes of CPS instruction during their maternity hospital stay. For example, Natividad Medical Center new parents receive information on car seats during the infant care class in the post-partum ward, receive a booklet and watch the video, "Don't Risk Your Child's Life," in Spanish or English. Unfortunately, despite evidence that multiple reinforcement of CPS information is important, public hospital maternity patients rarely receive CPS education both during prenatal care and in the hospital. Also, the level of education is uneven across CAPH member facilities; while some public health care systems provide CPS education to the majority of their maternity patients, others reach less than half of them with information beyond what is required by SB 503.

SCHEDULE A

PROJECT NO: OP0102

PROJECT DESCRIPTION

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2. To decrease the child safety seat "misuse" rate among families using services at participating public health care systems by 3 percentage points from the calendar 1999 base year compliance rate of 100% to 97% by December 31, 2002.

Project Objectives

1. To increase awareness of the new child passenger safety law, SB 567, by 30 percentage points from the calendar 1999 base year rate of 0% to 30% among parents whose children receive health care services at participating public health care systems by December 31, 2002.
2. To incorporate discussion of child passenger safety into the daily, routine contacts that health care staff have with pediatric patients and their families at participating public health care institutions by December 31, 2002.
3. To conduct a press conference or media event by March 31, 2000 to kick-off or publicize the grant. OTS and the Business, Transportation and Housing Agency will be invited to participate at least one month in advance of the event.
4. To hire a health educator or other health professional at each participating health care system to oversee the child passenger safety program by June 30, 2001.
5. To ensure that the child passenger safety program coordinator from each participating public health care system successfully complete the four-day technician level Standardized Child Passenger Safety Training Program coordinated by the National Highway Traffic Safety Administration (NHTSA) by August 31, 2001.
6. To ensure that 50 percent of staff and residents in participating hospital departments and clinics that treat children and families—such as post-partum, pediatrics, trauma, prenatal and family practice—receive child passenger safety training by December 31, 2001, and 80% are trained by December 31, 2002.
7. To distribute at least 10,000 low/no cost child safety seats to people in need, particularly public health care system pediatric patients, special needs patients and foster children, by December 31, 2002.
8. To properly fit at least 10,000 children in child safety seats at instructional classes and child safety seat checkups by December 31, 2002.
9. To convene a task force within each participating public health care system to meet at least 2 times a year with a regional Technical Consultant to assess current child passenger safety policies and procedures, make program improvements, arrange for staff training, address program barriers, and review educational materials.
10. To conduct child passenger safety training classes for at least 400 public health care system staff and 75 child protective services staff who transport foster children by December 31, 2002.

SCHEDULE A

PROJECT NO: OP0102

PROJECT DESCRIPTION

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The Project Administrator will work with an Evaluation Consultant to design an evaluation methodology for measuring outcomes of the project.

An on-site CPS specialist will be hired in each participating public health care system.

The on-site CPS specialists will successfully complete the NHTSA certification training.

Each participating public health care system will meet with their Technical Consultant to assess current CPS activities and develop plan for enhancing those services.

The Evaluation Consultant will meet with Sub-Grantees to design evaluation data collection methodology.

SNI will convene at least one meeting and one conference call among all project participants to address project start-up issues.

Project goals and objectives will be reviewed and implementation of procedures will be put into place by program staff at Sub-Grantee institutions.

Phase II – Implement Child Passenger Safety Program (July 1, 2001 – December 31, 2002)

Technical Consultants will continue to work with participating public health care systems on program improvement, addressing barriers, reviewing patient educational materials, training, and answering technical questions. (ongoing)

Medical staff and residents in participating hospital departments that treat children—such as post-partum, inpatient pediatrics, and trauma—will receive child passenger safety training by December 31, 2002. (ongoing)

A car seat distribution program will be developed and implemented in each participating health system. (ongoing)

Group and individual child passenger safety education will be conducted with patients and their families. (ongoing)

Information regarding available car seat check-ups will be collected and made available to families with young children seen in participating health systems. (ongoing)

The on-site CPS specialists at participating hospitals will work with their technical consultants to assess their current child passenger safety educational efforts with parents of special needs children and obtain training or other assistance to improve those efforts where needed.

The on-site CPS specialists at participating health care systems will assess organizational protocols, documentation, and forms for all CPS education and standardize for consistency and accuracy, using UCDCMC's protocols, forms and materials as a model.

SCHEDULE A

PROJECT NO: OP0102

PROJECT DESCRIPTION

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Statistical information concerning data listed in the project goals and objectives will be available on a timely basis throughout the project. Information will be obtained from the Department of California Highway Patrol's Statewide Integrated Traffic Records System, the project's survey and check point data, traffic court and program participants.

B. Documentation

Some of the methods that will be used to document program activities include sign-in sheets, car seat checkup forms, redeemed car seat vouchers, observation forms, hospital discharge forms, car seat inventory sheets, pre-post tests from CPS classes, media coverage, promotional materials (e.g., flyers announcing CPS events), minutes from meetings and conference calls, and programs/agendas from meetings and educational forums.

C. Supervision

The Trauma Program Nurse Manager will supervise the Project Director, who is the Trauma Outreach and Prevention Coordinator at UC Davis Medical Center. At the California Health Care Safety Net Institute, the Director of SNI will supervise the Project Administrator.

At each participating Sub-Grantee institution, supervision arrangements will vary. In most cases, the health educator or nurse hired as the Child Passenger Safety Specialist on-site will be supervised by the manager of either the trauma program or the patient education department. In other participating health care systems where the nucleus of the project is in the public health department, the Child Passenger Safety Specialist will likely be supervised by the manager of the injury control division.

Phase V – (December 31, 2002 – February 28, 2003)

Complete Final Report due February 28, 2003.

VI. METHOD OF EVALUATION

The Project Administrator will consult with an Evaluation Consultant during the first six months of the project to design a method of evaluating the outcomes of the project. Using the data compiled, the Project Administrator will evaluate: (1) how well the stated project goals(s) and objectives were accomplished; (2) if all the activities outlined in the Method of Procedures were performed in accordance with the project agreement; and (3) was the project cost effective? The Evaluation Consultant will also meet with Sub-Grantees to assist with data collection methodology. At the conclusion of the project, the Evaluation Consultant will analyze the data and provide an evaluation report to the Project Administrator and OTS.

VII. STATEMENT OF INTENT

As part of the requirements for Sub-Grantees to receive funding through this grant, they were required to state their intent to make every effort to continue the child passenger safety activities initiated under the grant beyond

SCHEDULE A-1

Project No: OP0102

Project Description**ADMINISTRATIVE SUPPORT STATEMENT – Explain what type of priority this project has in your jurisdiction.**

The California Health Care Safety Net Institute is fully committed to ensuring the success of this initiative. Child injury prevention has been identified by SNI's board of directors as one of its three top priority areas of focus. The individual participating public hospitals and health systems have also stated their intent to commit significant resources to this project during its first two years as well as to extend every effort to continue the program activities as OTS grant funds are expended.

UC Davis Health System is a member of the California Association of Public Hospitals and Health System (CAPH). The Trauma Prevention Program within the Medical Center endorses this project for these prevention programs for child passenger restraint education and community efforts with the grantee hospitals of the California Health Care Safety Net Institute. Community support and other findings will be sought to enable the expansion and continuation of the project as an on-going grassroots community program.

As reflected in the mission of the University of California, this project will serve to advance both education and increase compliance to create a safer environment for children.

AGENCY CONTRIBUTION – Explain what services or funds are being contributed by your agency in support of this project.

The participating public hospitals and health systems are all contributing in-kind resources to this initiative. Specifically, they will be donating staff time to allow staff to attend trainings, as well as contributing administrative time for data collection, evaluation, and supervision of the child passenger safety specialists hired to coordinate the programs in each institution.

University of California Davis Health System

UC Davis Medical Center will provide services necessary for coordination, supervision, administration and evaluation of this project. The institution will provide office space, office equipment, and meeting rooms. The project director will provide monitoring the budget, maintain record of expenses, initiate vendor payment and process accounts payable for the hospital grantees (5 hospitals) and SNI. Sub-Contracts will be developed with the grantee hospitals (5 hospitals), the technical consultants and evaluation consultant, and SNI.

	FY - 1	FY - 2
Coordinator 0.5 from the Trauma Program (Sp. Needs training)	\$4,500.00	\$4,500.00
Special Needs Training from Pediatric Occupational Therapist(0.5)	3,400.00	3,400.00
Operating Costs: xerox, computer, phone, fax, postage	5,000.00	5,000.00
Storage of Special Needs Car seats	1,000.00	1,000.00
Meeting rooms for educational trainings	1,000.00	1,000.00
Total:	\$14,900.00	\$14,900.00

SCHEDULE B
PAGE 1
DETAILED BUDGET ESTIMATE

PROJECT NO. OP0102

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO PROJECT
	FY-1 1/01/2001 - 9/30/2001	FY-2 10/1/2001 9/30/2002	FY-3 10/1/2002 12/31/2002	
A PERSONNEL COSTS				
Positions And Salaries				
Trauma Coordinator \$5,000 X 9 X .05	2250	3112.5	787.5	6,150.00
Accountant \$4,016 X 12 X .50	18,072.00	24999.6	6325.2	49,396.80
<i>total:</i>	20,322.00	28,112.10	7,112.70	55,546.80
Employee Benefits @ 20.9%	\$ 4,267.62	\$ 5,903.54	\$ 1,493.67	11,664.83
Category Sub-Total	\$ 24,589.62	\$ 34,015.64	\$ 8,606.37	\$ 67,211.63
B TRAVEL EXPENSE				
Travel for Trauma Coordinator	375.00	600.00	125.00	1,000.00
Category Sub-Total	\$ 375.00	\$ 600.00	\$ 125.00	\$ 1,000.00
C CONTRACTUAL SERVICES				
Project Administration	52,207.15	68,214.63	16,838.85	137,260.63
Technical consultants (2)	4,980.00	6,640.00	1,660.00	13,280.00
Evaluation consultant	17,000.00	13,500.00	3,500.00	34,000.00
Participating public health care systems	459,645.00	620,733.00	156,213.00	1,236,591.00
Category Sub-Total	\$ 533,832.15	\$ 709,087.63	\$ 178,211.85	\$ 1,421,131.63

I. Narrative

1) What is the particular gap, need, or barrier that your plan will address?

Hospital administrators were contacted to determine what child passenger safety needs existed at their hospitals. Both the Los Angeles County/ USC and King-Drew medical centers are currently implementing child passenger safety programs at their facilities. (A more thorough explanation of these programs is provided in section 6 of this proposal.) Although these medical centers investments in their child passenger safety programs have proven successful, there are still barriers that should be addressed.

The overwhelming concern expressed by the administrators of these programs is a lack of funds for the distribution of child passenger safety seats to participants in their programs. They were also concerned about children and infants that are transported home from the hospital via public transportation.

There has been cooperation between the Los Angeles Police Department and LAC/USC medical center to provide taxi drivers with child passenger safety seats and with the needed child passenger safety education to make taxis a safer transportation alternative for discharged patients. This program is still in early development and should be pursued further not only at LAC/USC but also at other county medical centers.

Although the programs at LAC/USC and King-Drew medical centers have been successful, they are still somewhat compartmentalized within their hospital systems. An effort needs to be made to integrate child passenger safety more fully into the everyday activities of practitioners and staff. This can be accomplished by first training nurses, social workers, medical residents, and hospital staff in child passenger safety. This will allow them to provide accurate information to their patients. An assessment must also be

3. To coordinate the NHTSA child passenger safety certification for at least 6 county hospital staff (2 staff from each facility).
4. To conduct general child passenger safety trainings for staff and medical residents at each of the three participating county hospitals.
5. To conduct 2 car seat check-ups at each of the participating county hospitals, targeted for county hospital patients and their families.
6. To conduct child passenger safety education for post-partum patients and parents of pediatric patients at the three county hospitals

2a) Whom will your program target?

This program will target post-partum patients, pediatric patients, medical residents, and hospital staff of King-Drew, Harbor UCLA, and Los Angeles County/ USC Medical Centers.

2b) Who will carry out the activities?

The activities will be carried out by the Injury and Violence Prevention Program, Los Angeles County/ USC Medical Center, Harbor UCLA Medical Center, and King Drew Medical Center.

The Injury and Violence Prevention Program will be responsible for the overall administration, coordination, and management of the program. Responsibilities will include facilitating safety seat training, organizing car seat check-ups, and reviewing hospital procedures and protocols.

The Injury and Violence Prevention Program will coordinate training courses that provide hospital staff with child passenger safety knowledge. Specifically both a NHTSA certification and a less intensive child passenger safety curriculum will be

delivery of child passenger safety services by assuring that policies are integrated into all levels of primary patient care. Recommendations will be made based on current literature, best practices, and state and federal laws, including SB 567 (Speier).

Implementation Phase (Year 2)

The implementation phase will include child passenger safety seat checkups at each hospital, child passenger education for caretakers and practitioners, and safety seat distribution.

Safety seat checkups will be performed at each participating hospital. During these events qualified safety seat checkers will inspect the installation of child passenger safety seats in participants' cars. If the seat is not installed properly, the parent or caretaker will be shown how to install the seat correctly.

Since King-Drew and LAC/USC Medical Center already have child passenger safety seat programs and policies in place, these programs will continue to be implemented throughout the planning phase. Both King-Drew and LAC/USC will receive the child passenger safety seats or vouchers needed to meet the high demands of their respective programs. During the implementation phase Harbor UCLA will begin implementing programs based on the outcome of the planning phase, while King-Drew and LAC/USC will make any necessary changes identified through the review process.

Harbor UCLA, the only hospital without identified policies and protocols, will be developing a child passenger safety program with the support of their Childhood Injury Prevention Center and the Injury and Violence Prevention Program. Hospital policy and protocol for First Ride, Safe Ride as well as general education of Obstetrics, Pediatrics,

3) To coordinate the NHTSA child passenger safety certification for at least 6 county hospital staff (2 from each hospital).	3a) Coordinate location and time of certification training.	January 2002
	3b) Invite hospital staff to participate.	March 2002
	3c) Implement the certification course	January 2002
4. To conduct general child passenger safety staff trainings at each of the three county hospitals.	4a) Coordinate location and time of training.	January 2002
	4b) Invite hospital staff to participate.	DOBA to December 2002
	4c) Implement training events.	DOBA thru December 2002.
5. To conduct 2 car seat checkups per year at each of the three county hospitals, targeted for county hospital patients and their families.	5a) Coordinate location and time of checkups.	DOBA to August 2002
	5b) Publicize the checkup to the target population.	DOBA to August 2002
	5c) Implement the training at each county site.	DOBA thru August 2002
6. To conduct child passenger safety education for post-partum patients and parents of pediatric patients at the three county hospitals.	6. Activities to be determined as a result of the planning phase.	DOBA to December 2002

3) Describe the level of administrative commitment and involvement in this project and how the project will be sustained once OTS funds are depleted.

Currently the Los Angeles County Department of Health Services Child Passenger Safety Seat Voucher Program is primarily funded by SB 1073 funds. This funding supports the distribution program implemented through five community-based organizations in Los Angeles County that were selected through an open bidding process. Additional funds were obtained from a California Kids' Plates mini-grant to implement this safety seat distribution programs in all of the county hospitals through the spring of 2000.

5) How have the public health care delivery system and the public health department (e.g., child passenger safety coordinator) collaborated in the development of this project plan, and how do you intend to coordinate efforts in the future?

The Injury and Violence Prevention Program (IVPP) has been given the responsibility by the Los Angeles County Department of Health Services to administer and coordinate the county Child Passenger Safety Seat Voucher Program, which has established relationships between the IVPP and the county hospitals. The child passenger safety coordinator from the IVPP used these relationships to identify barriers and gaps that needed to be addressed within each of the county hospitals. Key administrators from each of the hospitals requested staff training, safety seat checkups, reviews of policies and protocols, and child passenger safety seats. They have also agreed to cooperate on this project by providing both staff time and physical facilities for the activities outlined in this proposal. This cooperation is a renewal of a working relationship already established between hospital administrators and the Injury and Violence Prevention Program during the implementation of the California Kids' Plates mini-grant. The Injury and Violence Prevention Program will continue to work with the hospital administrators throughout the project to ensure that their needs are being met. It is anticipated that this working relationship will be maintained after the OTS funds are depleted.

6) Describe how the child passenger safety efforts will be integrated into the regular daily activities of your health care system.

also expressed an interest in partnering with the LAPD and taxi services in their local area.

The proposed program has been designed to work with the systems already in place at LAC/USC and King-Drew Medical Centers to enhance the programs currently operating. Since Harbor UCLA does not have an established child passenger safety program, basic policies and protocols will need to be developed, whereas the other two county hospitals' programs will simply be reviewed and modified or added to, as needed.

SCHEDULE B
PAGE 1
DETAILED BUDGET ESTIMATE

PROJECT NO.

COST CATEGORY	FISCAL YEAR ESTIMATES				TOTAL COST TO PROJECT
	FY-1 7-1-01 Thru 9-30-01	FY-2 10-01-01 thru 9-30-02	FY-3 10-01-02 thru 6-30-03		
A. PERSONNEL COSTS					
<u>Positions and Salaries</u>					
Research Analyst III @ 60%					
FY-1 2793.76 x 3	8,381	34,536	25,902		68,819
FY-2 2878 x 12					0
FY-3 2878 x 9					0
					0
					0
					0
					0
					0
Employee Benefits @28.9668%	2,428	10,004	7,503		19,935
Category Sub-Total	10,809	44,540	33,405	0	88,754
B. TRAVEL EXPENSE					
Travel	1,500	2,500	1,983		5,983
					0
					0
Category Sub-Total	1,500	2,500	1,983	0	5,983
C. CONTRACTUAL SERVICES					
					0
		0	0		
Category Sub-Total	0	0	0	0	0

Los Angeles County Department of Health Services

SCHEDULE B

PAGE 2

DETAILED BUDGET ESTIMATE

PROJECT NO. OP0102

UCLP 11/11/2003
 Page 1

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO PROJECT
	FY-1 7-1-01 thru 9-30-01	FY-2 10-01-01 thru 9-30-02	FY-3 10-01-02 thru 6-30-03	
D. NON-EXPENDABLE PROPERTY				
Category Sub-Total	\$0	\$0	\$0	\$0
E. OTHER DIRECT COSTS				
Safety Seat @ 45.00 per seat (2,030) per year	45,675	91,350	45,675	182,700
Category Sub-Total	\$45,675	\$91,350	\$45,675	\$182,700
F. INDIRECT COSTS				
15% of Salaries and EB's	1,524	6,681	5,011	13,215
Category Sub-Total	\$1,621	\$6,681	\$4,261	\$13,215
PROJECT TOTAL	\$58,953	\$145,071	\$85,324	\$290,000

SCHEDULE B
PAGE 1
DETAILED BUDGET ESTIMATE

Page 2

PROJECT NO.

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO PROJECT
	FY-1 7-1-01 Thru 9-30-01	FY-2 10-01-01 thru 9-30-02	FY-3 10-01-02 thru 6-30-03	
A. PERSONNEL COSTS				
<u>Positions and Salaries</u>				
Research Analyst III @ 60%				
FY-1 2793.76 x 3	7,876	34,536	25,902	68,314
FY-2 2878 x 12				
FY-3 2878 x 9				
Employee Benefits @ 28.9658%	2,281	10,004	7,503	19,788
Category Sub-Total	\$10,157	\$44,540	\$33,405	\$88,102
B. TRAVEL EXPENSE				
Travel	1,500	2,500	1,983	5,983
Category Sub-Total	\$1,500	\$2,500	\$1,983	\$5,983
C. CONTRACTUAL SERVICES				
Category Sub-Total	\$0	\$0	\$0	\$0

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P.2
Exhibit C
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SCHEDULE B-1

PROJECT NO: OP0102

BUDGET NARRATIVE

PAGE 1

Los Angeles County Department of Health Services

Personnel Costs - The Research Analyst III will be responsible for the administrative coordination and the management of the County Hospital Safety Seat Project including budgetary issues, coordination of work, setting up meetings, facilitating schedules and other matters relative to this project.

The employee benefit rate for these positions is 28.9668 %, itemized as follows:

FICA
W. Comp
S/F unemployment
Disability insurance
Group Health
Group Life
Annuitant group health

Total benefits: 28.9668 %

Salaries are based of the Los Angeles County Civil Service System and included negotiated increases and step increases in the second and third year.

- (a) Travel Expenses - \$5983.00 is allotted for travel and training. This budget item will provide funds for registration, transportation, and lodging for staff to attend the OTS Summit and California Childhood Injury Prevention Conference. Travel cost will be at the County of Los Angeles approved rate.

- (b) Contractual Services - N/A

Other Direct Costs - Approximately \$182,700 will be required to purchase child passenger safety seats for low income families for County hospitals.

All safety seats will be distributed after clients receive an educational component and through the use of a voucher, which may only be used for a safety seat, that meets NHTSA performance standards FMVSS# 213. Voucher distribution will be distributed at 3 County hospitals sites.

- (c) Indirect Costs - Indirect costs are budgeted at the OTS-approved rate of 15% of personnel costs.

- (d) Program Income Statement - There will be no program income generated as a result of the project.

SCHEDULE B
PAGE 2
DETAILED BUDGET ESTIMATE

PROJECT NO. OP0102

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO PROJECT
	FY-1 1/01/2001 - 9/30/2001	FY-2 10/1/2001 9/30/2002	FY-3 10/1/2002 12/31/2002	
D. NON-EXPENDABLE PROPERTY				
Category Sub-Total	\$ -	\$ -	\$ -	\$ -
E. OTHER DIRECT COSTS				
Translate/copy video	575.00			575.00
Category Sub-Total	\$ 575.00	\$ -	\$ -	\$ 575.00
F. INDIRECT COSTS				
15% of Personnel Costs	\$ 3,688.44	5,102.35	1,290.96	10,081.74
Category Sub-Total	\$ 3,688.44	\$ 5,102.35	\$ 1,290.96	\$ 10,081.74
PROJECT TOTAL	\$ 563,060.21	\$ 748,705.62	\$ 188,234.17	\$ 1,500,000.00

E OF CALIFORNIA

UG-FREE WORKPLACE CERTIFICATION

21 (REV. 12-93)

CERTIFICATION

The official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

TRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Authorized Signature(s)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE ()
TRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY
 ACCEPTANCE OF CONDITIONS AND CERTIFICATIONS
 TS-33 (Rev 2/01)

Page 1 of 3

ACCEPTANCE OF CONDITIONS

COMPANY ORGANIZATION NAME

The following are included herein and constitute a part of this Agreement:

OTS-38	Page 1	Schedule B-1	Budget Narrative
Schedule A	Project Description	Schedule C	Quarterly Evaluation Data
Schedule A-1	Administrative Support & Contribution	OTS-33	Acceptance of Conditions and Certifications
Schedule B	Detailed Budget Estimate	STD. 21	Drug-Free Workplace Certification

I. TERMS AND CONDITIONS

It is understood and agreed by the Project Director and Authorizing Official that any grant received as a result of this Agreement is subject to all federal and state regulations governing grants and to those controls expressed in the California Traffic Grant Program Manuals which include, but are not limited to:

- (a) Quarterly Performance Reports and Reimbursement Claims must be submitted by the Project Director to the Office of Traffic Safety by January 31, April 30, July 31, and October 31, during each year of project operation;
- (b) OTS will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a grantee fails to comply with any term or condition of the grant contract or program guidelines (Volume II, Chapter 3.9). This may include, but is not limited to, the following:
 - Failure to submit acceptable and timely reimbursement claims;
 - Failure to submit acceptable and timely quarterly performance reports; and
 - Failure to submit an acceptable and timely Schedule C (Quarterly Evaluation Data (OTS-38g))
- (c) If, during the term of the grant award, federal funds become reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the project director.
- (d) By October 31, "continuing" projects must submit a September 30 claim and a written justification to support carrying forward prior year unexpended funds. September 30 claims and written justifications, supporting the carrying forward of prior year unexpended funds, submitted after November 30, will not be processed. The prior claim (i.e., June 30) will be considered the year-end claim in order to close out the federal fiscal year ending September 30. In addition, prior year unexpended funds will be deobligated and allocated to new projects.
- (e) All documentation required to request a project revision (i.e., time extensions, budget category changes, and etc.) must be submitted to OTS prior to the effective date of change(s). For example: OTS will not consider a request for a grant period time extension unless all necessary paperwork is submitted prior to the existing grant termination date. Prior approval is required for all project revisions (Volume II, Chapter 3.8).

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

GENERAL CERTIFICATIONS

II. EQUAL OPPORTUNITY ASSURANCE

Pursuant to the requirements of Title VI provisions of the Civil Rights Act of 1964, the certifying applicant acting through its chief administrative officer, desiring to avail itself of the benefits of Chapter 1, Title 23, United States Code, and as a condition to obtaining the approval of the Secretary of Transportation and Governor of California of any highway safety projects as provided for in Title 23, United States Code, Section 105(a), hereby gives its assurance that all provisions of Equal Opportunity Assurance with regard to the Highway Safety Program will be complied with fully.

III. MINORITY AND WOMEN BUSINESS ENTERPRISE

- (a) Policy. It is the policy of the Office of Traffic Safety and the certifying applicant that minority and women business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MWBE requirements of 49 CFR Part 23 apply to this agreement.
- (b) MWBE Obligation. The certifying applicant or its contractor agrees to ensure that minority and women business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the certifying applicant and all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority and women business enterprises have the maximum opportunity to compete for and perform contracts. The certifying applicant and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

IV. SECTION 504 REHABILITATION ACT OF 1973

Pursuant to Section 504 of the Rehabilitation Act of 1973, no qualified handicapped person shall, because of a certifying applicant's facilities are inaccessible to or unusable by, handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity funded under the Highway Safety Act of 1966 (U.S. Code, Title

POLITICAL ACTIVITY OF CERTAIN STATE AND LOCAL EMPLOYEES

All individuals employed by a State or local agency whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency, including grants from the California Office of Traffic Safety, have been made aware of the provisions of 5 USC, Government Organization and Employees; Part II, Civil Service Functions and Responsibilities; Chapter 15, Political Activity of Certain State and Local Employees; Sections 1501 through 1508. This statute does not include individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a State or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization.

VI. NON-DUPLICATION OF GRANT FUND EXPENDITURE

The certifying applicant has no ongoing or completed projects under agreement with TOPICS, CCCJ (LEAA), HEW, or other Federal fund sources, which duplicate or overlap any work contemplated or described in this Traffic Safety Project.

It is further agreed that any pending or proposed request for other Federal grant funds which would duplicate or overlap work under this Traffic Safety Project, will be revised to exclude any such duplication of grant fund expenditures.

It is understood that any such duplication of Federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

VII. LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. RECYCLING

At intervals designated by the State, contractor shall certify in writing, under penalty of perjury, the minimum, if not exact, percentage of recycled content of materials, goods or supplies offered or products used in the performance of the contract, pursuant to the requirements of Public Contract Code Section 10223. Contractor may certify that the product contains zero recycled content. Definitions of recycled content are contained in Public Contract Code Sections 12161 and 12200.

IX. COMPUTER SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

X. PURCHASING

It is understood the certifying applicant will purchase only energy efficient equipment, whenever possible and appropriate.

CERTIFICATION

We, the officials named below, hereby swear that we are duly authorized legally, to bind the contractor or grant recipient to the above described conditions and certifications. Executed on the date and in the county below, and is made under penalty of perjury under the laws of the State of California.

PROJECT DIRECTOR'S NAME	
Roxanne Woods RN	
DATE EXECUTED	EXECUTED IN THE COUNTY OF
Feb 26, 2001	Sacramento
PROJECT DIRECTOR'S SIGNATURE	
Roxanne Woods RN	
TITLE	
Tracima Prevention and Outreach	
AUTHORIZING OFFICIAL'S NAME	
DATE EXECUTED	EXECUTED IN THE COUNTY OF
AUTHORIZING OFFICIAL'S SIGNATURE	
TITLE	